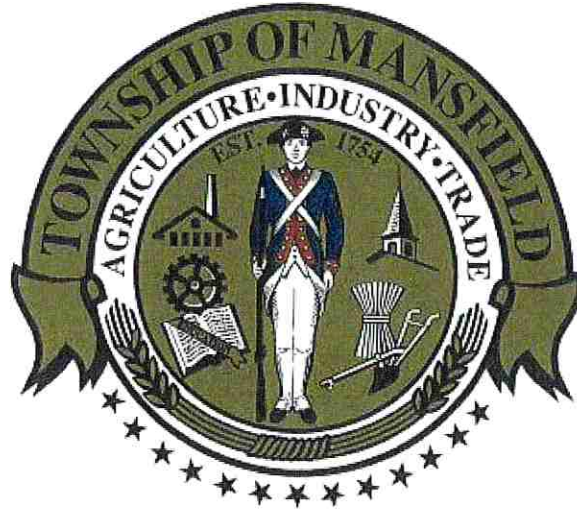


MANSFIELD TOWNSHIP- WARREN COUNTY



Request for Proposals
Snow Plowing Services

RFP receipt date- Friday January 20, 2023 at 10:00 AM

PUBLIC NOTICE FOR THE SOLICITATION OF RFP FOR SNOW PLOWING SERVICES FOR THE 2022-203
WINTER SEASON.

Notice is hereby given that sealed submissions will be received by the Township Clerk, or designated representative, for the Township of Mansfield, Warren County, on Friday January 20, 2023 at 10:00 AM prevailing time, Township of Mansfield, 100 Port Murray Rd., Port Murray NJ 07865 during regular business hours, 9:00 AM to 5:00 PM Monday-Thursday, and 8:30 AM to 4:30 PM on Fridays, excluding holidays or online at [RFP/Bid Opportunities \(mansfieldtownship-nj.gov\)](https://mansfieldtownship-nj.gov/RFP/Bid%20Opportunities). The Township reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submission that in their judgement will be in the best interest of the Township. The Township shall award or reject all submission no later than 60 days from receipt of same.

Jo-Ann M. Ricks
Acting Township Clerk



Township of Mansfield

Township Clerk's Office

100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

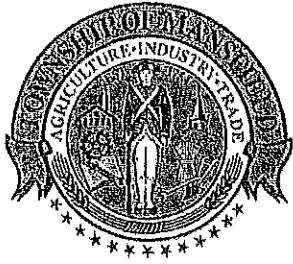
Request for Proposal (RFP) form

This form will be used by the Mansfield Township Committee as a basis for making professional services appointments. Two (2) copies of proposals, including rates in excel spreadsheet, shall be provided, and submitted in a sealed envelope, marked on the outside with "Submission for Proposal (Name of Service)" to

Township Clerk's Office
100 Port Murray Rd., Port Murray, NJ 07865

No later than 10:00am on January 20, 2023.

These proposals are being solicited through a fair and open process in accordance with the N.J.S.A. 19:44A-20.5 et. Seq.



Township of Mansfield

100 Port Murray Rd – Port Murray, NJ 07865
Phone (908) 689-6151 Fax (908) 689-2840

REQUEST FOR PROPOSAL

Proposals will be evaluated by the Mansfield Township Committee on the basis of the most advantageous price and other factors listed below. Please provide the information below:

1. Names, title, and licenses of all the individuals who may perform the service and/or activity.
2. A description of the individuals or firms experience with similar services or projects.
3. A list of references and record of success.
4. Demonstration of areas of expertise of staff.
5. A description of the individual or firm's ability to provide the service or complete the activity in timely fashion or as required by the Township.
6. A fee schedule for the firm.
7. Availability to accommodate any required meetings of the municipality.
8. The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the project as outlined in their proposal.
9. In the event that compliance with part or all of the requirements of the RFP is impracticable or undesirable with regards to a particular contract, the Township Committee may waive part or all of the requirements by a majority vote of the full Township Committee. The waiver shall set forth specifically the reasons for such waiver.
10. All awards or waivers will be by resolution acted on by the Township Committee at a Township meeting.
11. All awards are subject to availability of funds.

**MANSFIELD TOWNSHIP
WARREN COUNTY, NEW JERSEY**

**REQUEST FOR BIDS SPECIFICATIONS
MANSFIELD TOWNSHIP SNOW PLOWING SERVICES**

The Township of Mansfield is seeking quotes for the removal of snow and ice from public roadways during the 2022-2023 winter season, November 1 through April 20. Quotes are to be an **all-inclusive hourly rate for each truck with snow plow and operator. Bids must be returned by Friday January 20, 2023 at 10:00 AM.**

Vendors Requirements: The contractor shall supply all personnel, vehicles, equipment, and necessary apparatus to perform the requirements of work detailed in these specifications including, but not limited to, plow trucks, operator and/or drivers, fuel, oil, ballast, chains, repairs, insurance and supervision as required. The contractor should be located within a **20** mile radius of the Mansfield Township Department of Public Works location at 1710 Route 57, Hackettstown to provide timely response to storm call in and respond to any break downs of equipment. The contractor shall not receive compensation for those hours during which equipment or vehicles fail to operate due to mechanical problems or absence of work crew.

Contractor shall provide the Township Supervisor of Public Works or his/her designee with the name and phone number for a company representative that can be reached twenty-four (24) hours per day, seven (7) days a week during the snow season. Contractor will begin plowing operations within 90 minutes of being so directed by the designated Township representative. At no time will the Contractor begin operations prior to receiving authorization from the Township Department of Public Works. Verbal notification shall include leaving a message on the contractor's designated phone, at which time the response clock will begin. The Contractor will acknowledge receipt of the message and provide an estimated start time.

The Contractor shall be liable for any damage to property along the Township roadway including curbing, signs and mailboxes that arise out of or in connection with the performance of the work. Any damage should be immediately reported to the Department of Public Works designee. All motor vehicle accidents shall be immediately report to the police. A contact person should be provided to handle complaints. No private work should be done during the contracted hours by contracted vehicle and driver.

Snowplow operations shall maintain a valid driver's license appropriate to the type of vehicle being operated.

A single axle dump truck with plow and salter

All equipment should be available for inspection prior to December 1, 2022. It will not be acceptable to substitute ski-steer or front -end loaders for specified equipment.

All equipment will be capable of sufficiently plowing at least six inches of snow at a time.

All vehicles shall be properly registered and insured as required by New Jersey Motor Vehicle Statutes. The successful contractor will provide proof to the Township upon award.

Locations: The Contractor will be responsible to clear snow from roadways and public cartways as assigned by the Public Works Supervisor within the confines of Mansfield Township.

Payment: Contractor shall invoice the Township within ten days of completion of work for a storm. The invoice must include the date worked, hours worked, area plowed, hourly rate and total due. A three hour (3) minimum per storm authorization will be provided. Upon receipt of the invoice and signed purchase order voucher, the Township will submit payment within 30 days.

**MANSFIELD TOWNSHIP
WARREN COUNTY, NEW JERSEY**

PROPOSAL FOR MANSFIELD TOWNSHIP SNOW REMOVAL SERVICES

Date: _____

HOURLY RATE* \$ _____

*Includes vehicle, plows, sanders, driver/operator, fuel, oil, ballast, insurance. Salt provided by Township.

Forms Requiring Signatures

DISCLOSURE OF OWNERSHIP N.J.S.A. 52:25-24.0 (P.L. 1977 c 33)

Check One

☐ I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issues and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned

LEGAL NAME OF APPLICANT: _____

☐ Limited Partnership ☐ Subchapter S Corporation ☐ Limited Liability Company

☐ Partnership ☐ Corporation (Profit or Non-Profit) ☐ Sole Proprietorship

☐ Limited Liability Partnership ☐ Other _____

Complete if the applicant/respondent is one of the three (3) types of corporations;

Date Incorporated: _____ Where Incorporated: _____

Business Address: _____

Street Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax Number _____

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

(To be completed by for profit only)

Full Name of Individual	Address of Individual	Share (%) Owned
-------------------------	-----------------------	-----------------

1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Notes:

1. Attach additional sheets in this format, if necessary.

2. If an organization is shown as a greater than 10% Ownership, attach a similar breakdown of their/ its individual Owners.

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said proposal on behalf of the applicant with full authority to do so.

4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal in connection with the contract.

5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Township of Mansfield, County of Warren, its officers, and employees, relies upon the truth of the statements therein made in awarding the above-named contract.

6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of _____, 2022

Signature of Applicant

Print Name

Signature of Notary

Print Name



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 List is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets if Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

AFFIRMATIVE ACTION CERTIFICATION P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR
2. A photocopy of approved Certificate of Employee Information Report. OR
3. An Affirmative Action Employee Information Report (Form AA302) OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
YES _____ NO _____ If yes, please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?
YES _____ NO _____ If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

Applicant's Name

Title

Authorized Signature

Print Name

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO PROPOSAL DOCUMENTS FORM

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications, or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda have been issued, please write "N/A" above and complete the form below

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Mansfield do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from, such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed

to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Company/Bidder's name

Authorized signature

Date

Print name and title

DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the TOWNSHIP and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance, and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the TOWNSHIP and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
4. Nothing herein shall be construed to prevent the TOWNSHIP from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

Company/Applicant: _____

Signature: _____

Printed Name and Title: _____

Date: _____

CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT

I, _____, of full age, certify and say:

1. I am employed by, or am a member of, the firm, _____, ("Firm").
2. I am sufficiently familiar with the Firm's business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein.
3. After the Effective Date, neither I, the Firm, nor any other person/entity encompassed within the definition "Professional Business Entity" as set forth in Section 2-61.4, have violated any provision of the attached Ordinance.
4. I hereby certify that pursuant to the Township Ordinance, I am eligible to be awarded a Contract for professional services to the Township.
5. I hereby certify that the foregoing statements made by me are true. I am aware that the Township will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void.

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____